

SECTION I CONTRACT CLAUSES

1. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

<http://www.arnet.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT,
52.212-1	JUN 1999	ALTERNATE I INSTRUCTIONS TO OFFERORS--
52.212-2	JAN 1999	COMMERICAL ITEMS EVALUATION--COMMERCIAL
52.212-4	MAY 1999	ITEMS CONTRACT TERMS AND CONDITIONS--COMMERCIAL
52.212-5	MAY 1999	ITEMS CONTRACT TERMS AND CONDITIONS REQUIRED TO
52.217-8	AUG 1989	IMPLEMENT STATUES OR EXECUTIVE ORDERS--
52.219-6	JUL 1996	COMMERCIAL ITEMS OPTION TO EXTEND SERVICES NOTICE OF TOTAL SMALL
52.219-8	OCT 1999	BUSINESS SET-ASIDE UTILIZATION OF SMALL
52.219-14	DEC 1996	BUSINESS CONCERNS LIMITATIONS ON
52.222-21	FEB 1999	SUBCONTRACTING PROHIBITION OF SEGREGATED
52.222-26	FEB 1999	FACILITIES EQUAL OPPORTUNITY

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL REGISTRATION

2. **OPTION TO EXTEND THE TERM OF THE CONTRACT**
(FAR 52.217-9) (MAR 1989)

- A. The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- B. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- C. The total duration of this contract, including the exercise of any option under this clause, shall not exceed three (3) years.

3. **ORDERING**
(FAR 52.216-18) (OCT 1995)

- A. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through TWELVE (12) MONTHS.
- B. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- C. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile or by electronic commerce methods only if authorized in the Schedule.

4. **ORDER LIMITATIONS**
(FAR 52.216-19) (OCT 1995)

- A. **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- B. **MAXIMUM ORDER.** The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$ 400,000.
 - (2) Any order for a combination of items in excess of \$ 400,000.
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- C. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- D. Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

5. **INDEFINITE QUANTITY**
(FAR 52.216-22) (OCT 1995)

- A. This is an Indefinite Quantity Contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- B. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

- C. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TWELVE (12) MONTHS beyond the effective period of the contract.

6. **ORDER OF PRECEDENCE**

Any inconsistency in the contract will be resolved by giving preference in the following order:

- A. Section B, (excluding specifications);
- B. Section C, Description/Specification/Work Statement;
- C. Section J, List of documents, exhibits, and other attachments;
- D. Section I, Contract clauses; and
- E. Section K, Representations, Certifications, and other Statements of Offerors.